

DEP AGREEMENT NO. G#### (Could change depending on program)

STATE OF FLORIDA
GRANT AGREEMENT
PURSUANT TO
(FEDERAL AWARDING AGENCY)

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department" or "DEP") and the _____, whose address is _____ (hereinafter referred to as "Grantee" or "Recipient"), specify entity type, to provide financial assistance to _____ (Project Title here).

WHEREAS, the Department is the recipient of federal financial assistance from the insert name of Federal Awarding Agency; and,

WHEREAS, as the result of this Agreement the Grantee has been determined to be a subrecipient of federal financial assistance from the (insert name of Federal Awarding Agency); and,

WHEREAS, the Florida Department of Environmental Protection was awarded funding by the (insert name of Federal Awarding Agency) pursuant to Grant Agreement No. _____; and,

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in the performance of its activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably. **[Note: The Attachment A (Grant Work Plan) should include a description of the project, Grantee responsibilities, deliverables expected, budget break down by year (if agreement is for more than one year), and project timeline.]**
2. This Agreement shall begin upon execution by both parties and end no later than _____, inclusive. **[NOTE: If the Grant manager requests a retroactive date for reimbursement of funds, use the following sentence. This date cannot be prior to the effective date of the federal award]** The Grantee shall be eligible for reimbursement for work performed on or after _____. This Agreement may be amended to provide for additional services if additional funding is made available by (insert name of Federal Awarding Agency) and/or the Legislature.
3.
 - A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$_____ toward the total project cost described in **Attachment A**.
 - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed **Attachment B, Payment Request Summary Form**. In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with Section 112.061, Florida Statutes.

- C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide> and allowable costs for Federal Programs can be found under 48 CFR Part 31 at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87, A-122, A-21, A-102 and A-110 at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.
- D. The parties hereto understand and agree that this Agreement does not require a cost sharing or match on the part of the Grantee. [OR] The parties hereto understand and agree that this Agreement does require a cost sharing or match on the part of the Grantee. The Grantee is responsible for providing \$_____ in cash or third party in-kind, towards the work funded under this Agreement. All cost sharing/match shall meet the federal requirements established in 48 CFR, Part 31 and OMB Circulars A-87, A-122 and A-21.
- E. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87
Private non-profit organization other than (1) an institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122
Education Institutions	OMB Circular A-21
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.

- F. The table below identifies the funding supporting this Agreement and **Federal Awarding Agency** Grants providing the funds.

<u>(insert name of Federal Awarding Agency) Grant Number</u>	CFDA	Program Title	Funding Amount
			\$
Total Funding:			\$

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. A. The Grantee shall submit **Attachment B, Payment Request Summary Form**, in conjunction with quarterly progress reports. The Grantee shall utilize **Attachment C, Progress Report Form**, to describe the work performed, problems encountered, problem resolution, schedule updates and

proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee. **[NOTE: If advance payment is required see GDR Manager.]**

B. **[Note: Prior to using this information, a review of the special grant conditions must be conducted to ensure that the requirements stated below in B.1 through D. closely mirror the requirements of the federal grant funding of this grant agreement. Make sure to change the name of the Awarding Agency if applicable]** The Grantee agrees to comply with the requirements of insert name of Federal Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement under this Agreement.

1. The Grantee accepts the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) "fair Share" goals and objectives negotiated with insert name of Federal Agency as follows:

Florida Fair Share Goals	
Industry	Goal
SRF Construction (both SRFs)	11% MBE and 3% WBE
Architectural & Engineering Services	10% MBE and 15% WBE
Commodities	7% MBE and 17% WBE
Contractual Services	14% MBE and 36% WBE
Construction (non SRF)	10% MBE and 11% WBE

2. If the Grantee does not want to rely on the applicable State's MBE/WBE goals, the Grantee agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned business to do work in the relevant market for construction, services, supplies and equipment. "Fair Share" objectives must be submitted to the insert name of Federal Agency.
3. The Grantee agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.
4. The Grantee agrees to include in its bid documents the applicable "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "fair share" percentages.
5. The Grantee agrees to follow the six affirmative steps or positive efforts stated in insert name of Federal Awarding Agency's CFR, as appropriate, and retain records documenting compliance.
6. The Grantee agrees to submit a report documenting MBE/WBE utilization under federal grants in conjunction with the required quarterly progress report (see paragraph 5.A.).
7. If race and/or gender neutral efforts prove inadequate to achieve a "fair share" objective, the Grantee agrees to notify the Department and insert name of Federal Awarding Agency in advance of any race and/or gender conscious action it plans to take to more closely achieve the "fair share" objective.
8. In accordance with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988, the Grantee agrees to

utilize and to encourage any prime contractors under this Agreement to utilize small businesses located in rural areas to the maximum extent possible. The Grantee agrees to follow the six affirmative steps stated in insert name of Federal Awarding Agency's CFR Citation, as appropriate, in the award of any contracts under this Agreement.

- C. Pursuant to insert the Federal Awarding Agency's CFR Citation, the Grantee agrees to use recycled paper for all reports which are prepared as a part of this Agreement and delivered to the Department. This requirement does not apply to reports which are prepared on forms supplied by insert the Federal Awarding Agency. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.
- D. The following language shall be included in all final documents issued as a result of an agreement funded in whole or in part by federal sources to acknowledge the federal government's participation in the project.

"This project and the preparation of this report (or booklet, pamphlet, etc as appropriate) was funded in part by a *[identify specific program]* grant from the *[identify the federal agency]* through an agreement/contract with the *[identify the Department Program for which the work was performed]* of the Florida Department of Environmental Protection. The total cost of the project was _____, of which \$ _____ or ____ percent was provided by the *[identify the federal agency]*."

6. ***[For agreements with private or not-for-profit organizations.]***

The Grantee shall save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Agreement, resulting from the negligent acts of the Grantee, his subcontractor, or any of the employees, agents or representatives of the Grantee or subcontractor to the extent allowed by law.

[For agreements with State of Florida governmental entities.]

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

- 7.
 - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
 - C. **(If the grantee is a university, use this language instead of B.)**The parties hereto may agree to terminate this Agreement for convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.
 - D. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

8. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances.
- A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - C. Wholly or partly suspend or terminate this Agreement.
 - D. Withhold further awards for the project or program.
 - E. Take other remedies that may be legally available.
 - F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply.
 - 1. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancellable.
 - 2. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.
 - G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Executive Orders 12549 and 12689.
9. A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- C. Records for real property and equipment acquired with Federal funds shall be retained for five years following final disposition.
10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment __ (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment __** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment __**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment __, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled “Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination” (form number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website:
<https://apps.fldfs.com/fsaa/catalog.aspx>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

If Grantee is exempt from the Federal Single Audit Act, use the following language instead of Paragraphs A & B above. Exempt recipients include For-Profit Corporations; Federal Agencies; and Private Individuals.

The Grantee is hereby advised that the Federal Single Audit Act requirements may apply to lower tier transactions that may be a result of this Agreement. The Catalog of Federal Domestic Assistance (CFDA) applicable to this Agreement is entitled _____. The Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor.

If a subrecipient relationship is identified, the Grantee must include appropriate language in the agreement to alert the subrecipient of its single audit responsibilities. The document entitled “FSAA Standard Contract Language” can be found under the “Links/Forms” section appearing at the following website and is recommended for use in subgrants resulting from this Agreement.
<https://apps.fldfs.com/fsaa/catalog.aspx>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

11. A. The Grantee may **[OR]** may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Grantee agrees to comply with the procurement requirements contained in **insert the Federal Awarding Agency CFR Reference** for its selection of subcontractors.
- C. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
12. **[If Grant Agreement is for \$100,000 or more, provisions A, B and C in 12. below must be included. If Grant Agreement is for less than \$100,000, remove subparagraph A and reformat B & C]**
- A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit **Attachment __**, Standard Form-LLL, "Disclosure of Lobbying Activities" and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. **[insert the Federal Awarding Agency specific CFR]**

- B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

[Option C. should only be used when it is required by the terms and conditions of the supporting grant award.]

- C. The Grantee's Chief Executive Officer shall certify that no funds provided under this Agreement have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Grantee shall submit **Attachment __**, **"Lobbying and Litigation Certificate"** to the Department within ninety (90) days following the completion of the Agreement period.
13. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
14. The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below.

insert DEP Grant Manager's Name	
Florida Department of Environmental Protection	
insert Division/District/Office Name	
insert Address)	
insert City, State and Zip	
Telephone No.:	
SunCom No.:	
Fax No.:	
SunCom Fax No.:	
E-mail Address:	

NOTE: If Grant Manager does not have Suncom Phone or Fax delete rows

15. The Grantee's Grant Manager (which may also be referred to as the Grantee's Project Manager) for this Agreement is identified below.

insert Grantee Grant Manager's Name	
insert Official Name of Grantee's Organization	
insert Office/Program Name	
insert Address	
insert City, State and Zip	
Telephone No.:	
SunCom No.:	
Fax No.:	
SunCom Fax No.:	
E-mail Address:	

NOTE: If Grant Manager does not have Suncom Phone or Fax delete rows

16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

17. *Use the language in A., B., and C. below for private or not for profit entities.*

A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$_____ each occurrence and \$_____ aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement. **(NOTE: The amount of coverage required depends on the project. Check with the GDR Manager for required amounts.)**

B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by him. The minimum limits of liability shall be as follows:

\$_____ Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

\$_____ Hired and Non-owned Liability Coverage

For Corporations Which Do Not Own Vehicles, Replace B. As Follows:

The Grantee shall secure and maintain automobile liability insurance covering all vehicles, owned or otherwise used in connection with this Agreement, with a minimum combined single limit of \$300,000 including hired and non-owned liability. The Grantee has indicated, and further certifies by execution of this Agreement, that the Grantee does not own any vehicles that will be associated or used in connection with this Agreement. However, the Grantee shall maintain, at a minimum, hired and non-owned liability insurance under its Commercial General Liability coverage. Automobile liability insurance is a mandatory requirement, if and when, any owned vehicles are used in connection with this Agreement.

C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator. **(NOTE: Certificates of Insurance showing coverage of Worker's Compensation, Commercial, General Liability and Auto Limits must be submitted PRIOR to execution of Agreement)**

D. Note: Other insurance requirements may be included based on the services to be provided under the Agreement. Additional insurance requirements shall be listed beginning with subparagraph C. The current subparagraph C. would then be shifted down to the last subparagraph for this paragraph. **NOTE: Check with Grant Manager**

All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.

For Agreements with State of Florida governmental entities that are not self-insured, the following provision may be used.

The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

The following language may replace the language above for contracts with Florida governmental entities which are self-insured: (make sure you have something in writing from the CFO confirming they are self-insured) NOTE: All state agencies are self insured.

The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

18. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
19. **[Equipment Purchase Language: If the Agreement includes the purchase of equipment one of the following provisions must be included]**

Option 1: In instances where all non-expendable equipment will be returned to the Department, the following provision shall be used.

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Agreement remains the property of the Department. The Grantee's Grant Manager shall complete and sign **Attachment __, Property Reporting Form, DEP 55-211**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:

- A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. When the non-expendable personal property or equipment is no longer needed, the Grantee will return all non-expendable personal property or equipment purchased under the terms of this Agreement to the Department.
- D. If, however, the Grantee desires to purchase the non-expendable personal property or equipment when no longer needed, the Department may, at its discretion and subject to approval of the Department's Surplus Property Review Board, and in compliance with federal regulations, if applicable, elect to sell the equipment to the Grantee for its fair market value as of the date of title transfer, in accordance with DEP Directive 320.
- E. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, non-expendable personal property or equipment purchased with grant funds and held in his possession for use in a contractual arrangement with the Department.

Option 2: For Agreements where equipment is being purchased with Agreement funds, and the non-expendable personal property or equipment purchased will remain with the Grantee upon satisfactory completion of the Agreement, the following provision should be used.

Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign **Attachment __, Property Reporting Form**, DEP 55-212, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:

- A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.

Option 3: If equipment is not authorized for purchase with funds from the Agreement, the following provision should be included in the Agreement.

The purchase of non-expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Agreement.

- 20. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
- 21. If the Grantee's project involves environmentally related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and **Attachment G, Quality Assurance Requirements** for Department Agreements. **[NOTE: Contact the DEP Grant Manager to get the QA requirements for their program if there is not a current QA attachment on the common drive under Grant Forms, QA Attachments]**
- 23.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.
- 24.
 - A. In accordance with Executive Order 12549, Debarment and Suspension (**insert Federal Awarding Agency specific CFR**), the Grantee shall agree and certify that neither it, nor its

principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by (insert name of Federal Awarding Agency) to the Department.

[If Grant Agreement is for \$100,000 or more, provisions B and C must be included. Note: If subparagraphs B & C aren't appropriate, the paragraph needs to be reformatted to remove the "A." designation above.]

- B. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return a copy of the form entitled **Attachment __, "Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions.**
 - C. As required by paragraphs A and B above, the Grantee shall include the language of this section, and **Attachment __** in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.
25. The (insert name of Federal Awarding Agency) and Department, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
- A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant.
 - B. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
26. The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in **Attachment __, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment __, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.
27. **[The following provisions shall be included in all Agreements which authorize the purchase of real property.]**
- A. Subject to the obligations and conditions set forth in (insert Federal Awarding Agency CFR reference), title to real property acquired under a grant or subgrant will vest upon acquisition in the Grantee or subgrantee, respectively.
 - B. Except as otherwise provided by federal statutes, real property will be used for the originally authorized purposes as long as needed for that purpose(s), and the Grantee or subgrantee shall not dispose of or encumber its title or other interests.
 - C. When real property is no longer needed for the originally authorized purpose, the Grantee or subgrantee will request disposition instructions from the Department's Grant Manager, with copies forwarded to the Department's Procurement Administrator. All requests for disposition instructions shall include information identifying the property by its official legal description (include the city and county where located), original acquisition cost of the property, the federal funding source (insert name of Federal Awarding Agency), the total funding amount provided by the federal funding source, federal program funding the acquisition (CFDA and Title), the date of acquisition, the DEP Agreement No., and the Department's Grant Manager's name.
 - D. The Grantee shall include the following federal lien language on the deeds to all property purchased with federal funds under this Agreement.

“Federal grant funds have been used to purchase this property. The United States interest in the property is _____ percent, or a percentage equal to the actual share of the Federal participation in the original purchase price. This Federal interest must be preserved in any subsequent sale thereof, or any determination of the current (future transaction date proposed) fair market value of the property.”

If land acquisition is being used as match, the following provision should be included:

Grantee matching funds have been used for the acquisition of land for this project. The Grantee agrees that the funds used to purchase the land shall not be used as match to any other Agreement supported by State or Federal funds.

If land acquisition is not authorized under this Agreement, the following provision should be included:

Land acquisition is not authorized under the terms of this Agreement.

28. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

GRANTEE NAME

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Title: *

By: _____
Secretary or designee

Date: _____

Date: _____

Grant Manager's Name, DEP Grant Manager

DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

FEID No.: _____

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (# Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (1 Page)</u>
<u>Attachment</u>	<u>C</u>	<u>Progress Report Form (2 Pages)</u>
<u>Attachment</u>	_____	<u>Special Audit Requirements (5 Pages) **IF APPLICABLE**</u>
<u>Attachment</u>	_____	<u>Disclosure of Lobbying Activities (2 Pages) **IF APPLICABLE**</u>
<u>Attachment</u>	_____	<u>Property Report Form (1 Page) **IF APPLICABLE**</u>
<u>Attachment</u>	_____	<u>Quality Assurance Requirements (10 Pages) **IF APPLICABLE**</u>
<u>Attachment</u>	_____	<u>Certification Regarding Debarment/Suspension (2 Pages) **IF</u>
<u>APPLICABLE**</u>	_____	<u></u>
<u>Attachment</u>	_____	<u>Contract Provisions (3 Pages)</u>
<u>Attachment</u>	_____	<u>Regulations (1 Page)</u>